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**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

PRIMA AIR GROUP LLC, a California
Limited Liability Company,

Case No. 2:23-CV-09773-FLA-SSC

The Hon. Fernando L. Aenlle-Rocha

STIPULATED PROTECTIVE ORDER¹

TIMOTHY PRERO, an Individual, and
DOES 1-10, Inclusive.

Plaintiff,

V.

TIMOTHY PRERO, an Individual, and
DOES 1-10, Inclusive.

Defendants.

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Stephanie S. Christensen's Procedures as of 24 July 2023.

1 1. **INTRODUCTION**

2 1.1 Purposes and Limitations. Discovery in this action is likely to
3 involve production of confidential, proprietary, or private information for
4 which special protection from public disclosure and from use for any
5 purpose other than prosecuting this litigation may be warranted.
6 Accordingly, the parties hereby stipulate to and petition the court to
7 enter the following Stipulated Protective Order. The parties
8 acknowledge that this Order does not confer blanket protections on all
9 disclosures or responses to discovery and that the protection it affords
10 from public disclosure and use extends only to the limited information or
11 items that are entitled to confidential treatment under the applicable
12 legal principles.

13 1.2 Good Cause Statement.

14 This action is likely to involve trade secrets, customer and pricing
15 lists and other valuable research, development, commercial, financial,
16 technical and/or proprietary information for which special protection
17 from public disclosure and from use for any purpose other than
18 prosecution of this action is warranted. Such confidential and
19 proprietary materials and information consist of, among other things,
20 confidential business or financial information, information regarding
21 confidential business practices, or other confidential research,
22 development, or commercial information (including information
23 implicating privacy rights of third parties), information otherwise
24 generally unavailable to the public, or which may be privileged or
25 otherwise protected from disclosure under state or federal statutes, court
26 rules, case decisions, or common law. Accordingly, to expedite the flow of
27 information, to facilitate the prompt resolution of disputes over
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1 confidentiality of discovery materials, to adequately protect information
2 the parties are entitled to keep confidential, to ensure that the parties
3 are permitted reasonable necessary uses of such material in preparation
4 for and in the conduct of trial, to address their handling at the end of the
5 litigation, and serve the ends of justice, a protective order for such
6 information is justified in this matter. It is the intent of the parties that
7 information will not be designated as confidential for tactical reasons
8 and that nothing be so designated without a good faith belief that it has
9 been maintained in a confidential, non-public manner, and there is good
10 cause why it should not be part of the public record of this case.

11 1.3 Acknowledgment of Procedure for Filing Under Seal. The
12 parties further acknowledge, as set forth in Section 12.3, below, that this
13 Stipulated Protective Order does not entitle them to file confidential
14 information under seal; Local Rule 79-5 sets forth the procedures that
15 must be followed and the standards that will be applied when a party
16 seeks permission from the court to file material under seal.

17 There is a strong presumption that the public has a right of access
18 to judicial proceedings and records in civil cases. In connection with
19 non-dispositive motions, good cause must be shown to support a filing
20 under seal. *See Kamakana v. City and Cnty. of Honolulu*, 447 F.3d
21 1172, 1176 (9th Cir. 2006), *Phillips ex rel. Ests. of Byrd v. Gen. Motors*
22 *Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002), *Makar-Welbon v. Sony*
23 *Elecs., Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated
24 protective orders require good cause showing), and a specific showing of
25 good cause or compelling reasons with proper evidentiary support and
26 legal justification, must be made with respect to Protected Material that
27 a party seeks to file under seal. The parties' mere designation of

1 Disclosure or Discovery Material as CONFIDENTIAL does not—
2 without the submission of competent evidence by declaration,
3 establishing that the material sought to be filed under seal qualifies as
4 confidential, privileged, or otherwise protectable—constitute good cause.

5 Further, if a party requests sealing related to a dispositive motion
6 or trial, then compelling reasons, not only good cause, for the sealing
7 must be shown, and the relief sought shall be narrowly tailored to serve
8 the specific interest to be protected. *See Pintos v. Pac. Creditors Ass'n*,
9 605 F.3d 665, 677–79 (9th Cir. 2010). For each item or type of
10 information, document, or thing sought to be filed or introduced under
11 seal in connection with a dispositive motion or trial, the party seeking
12 protection must articulate compelling reasons, supported by specific
13 facts and legal justification, for the requested sealing order. Again,
14 competent evidence supporting the application to file documents under
15 seal must be provided by declaration.

16 Any document that is not confidential, privileged, or otherwise
17 protectable in its entirety will not be filed under seal if the confidential
18 portions can be redacted. If documents can be redacted, then a redacted
19 version for public viewing, omitting only the confidential, privileged, or
20 otherwise protectable portions of the document, shall be filed. Any
21 application that seeks to file documents under seal in their entirety
22 should include an explanation of why redaction is not feasible.

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25 **2. DEFINITIONS**

26 2.1 Action: this pending federal lawsuit, i.e., *Prima Air Group LLC v.*
27 *Timothy Prero.*, Case No. 2:23-CV-09773-FLA-SSC (C.D. Cal.).

1 2.2 Challenging Party: a Party or Non-Party that challenges the
2 designation of information or items under this Order.

3 2.3 “CONFIDENTIAL” Information or Items: information
4 (regardless of how it is generated, stored or maintained) or tangible
5 things that qualify for protection under Rule 26(c) of the Federal Rules of
6 Civil Procedure, and as specified above in the Good Cause Statement.

7 2.4 Counsel: Outside Counsel of Record and House Counsel (as
8 well as their support staff).

9 2.5 Designating Party: a Party or Non-Party that designates
10 information or items that it produces in disclosures or in responses to
11 discovery as “CONFIDENTIAL.”

12 2.6 Disclosure or Discovery Material: all items or information,
13 regardless of the medium or manner in which it is generated, stored, or
14 maintained (including, among other things, testimony, transcripts, and
15 tangible things), that are produced or generated in disclosures or
16 responses to discovery in this matter.

17 2.7 Expert: a person with specialized knowledge or experience in
18 a matter pertinent to the litigation who has been retained by a Party or
19 its counsel to serve as an expert witness or as a consultant in this Action.

20 2.8 Final Disposition: the later of (1) dismissal of all claims and
21 defenses in this Action, with or without prejudice; and (2) final judgment
22 herein after the completion and exhaustion of all appeals, rehearings,
23 remands, trials, or reviews of this Action, including the time limits for
24 filing any motions or applications for extension of time pursuant to
25 applicable law.

26 2.9 In-House Counsel: attorneys who are employees of a party to
27 this Action. In-House Counsel does not include Outside Counsel of

1 Record or any other outside counsel.

2 2.10 Non-Party: any natural person, partnership, corporation,
3 association, or other legal entity not named as a Party to this action.

4 2.11 Outside Counsel of Record: attorneys who are not employees
5 of a party to this Action but are retained to represent or advise a party to
6 this Action and have appeared in this Action on behalf of that party or
7 are affiliated with a law firm which has appeared on behalf of that party,
8 and includes support staff.

9 2.12 Party: any party to this Action, including all of its officers,
10 directors, employees, consultants, retained experts, and Outside Counsel
11 of Record (and their support staffs).

12 2.13 Producing Party: a Party or Non-Party that produces
13 Disclosure or Discovery Material in this Action.

14 2.14 Professional Vendors: persons or entities that provide
15 litigation- support services (e.g., photocopying, videotaping, translating,
16 preparing exhibits or demonstrations, and organizing, storing, or
17 retrieving data in any form or medium) and their employees and
18 subcontractors.

19 2.15 Protected Material: any Disclosure or Discovery Material that
20 is designated as “CONFIDENTIAL.”

21 2.16 Receiving Party: a Party that receives Disclosure or Discovery
22 Material from a Producing Party.

23 2.17 State Actions: the matters of *Pegasus Elite Aviation Inc. v.*
24 *Prero* (Case No. 23SCTV28233) and *Prero v. Prima Air Group, LLC et al.*
25 (Case no. 23STCV28553), both of which have been filed in The Superior
26 Court of the State of California, Los Angeles County.

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1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not
3 only Protected Material (as defined above), but also (1) any information
4 copied or extracted from Protected Material; (2) all copies, excerpts,
5 summaries, or compilations of Protected Material; and (3) any
6 testimony, conversations, or presentations by Parties or their Counsel
7 that might reveal Protected Material.

8 Any use of Protected Material at trial shall be governed by the
9 orders of the trial judge. This Stipulated Protective Order does not
10 govern the use of Protected Material at trial.

12 4. TRIAL AND DURATION

14 The terms of this Stipulated Protective Order apply through Final
15 Disposition of the Action.

16 Once a case proceeds to trial, information that was designated as
17 CONFIDENTIAL or maintained pursuant to this Stipulated Protective
18 Order and used or introduced as an exhibit at trial becomes public and
19 will be presumptively available to all members of the public, including
20 the press, unless compelling reasons supported by specific factual
21 findings to proceed otherwise are made to the trial judge in advance of
22 the trial. *See Kamakana*, 447 F.3d at 1180–81 (distinguishing “good
23 cause” showing for sealing documents produced in discovery from
24 “compelling reasons” standard when merits-related documents are part
25 of court record). Accordingly, for such materials, the terms of this
26 Stipulated Protective Order do not extend beyond the commencement of
27 the trial.

1 Even after Final Disposition of this litigation, the confidentiality
2 obligations imposed by this Stipulated Protective Order shall remain in
3 effect until a Designating Party agrees otherwise in writing or a court
4 order otherwise directs.

5

6 **5. DESIGNATING PROTECTED MATERIAL**

7 **5.1 Exercise of Restraint and Care in Designating Material for**
8 **Protection.** Each Party or Non-Party that designates information or
9 items for protection under this Order must take care to limit any such
10 designation to specific material that qualifies under the appropriate
11 standards. The Designating Party must designate for protection only
12 those parts of material, documents, items, or oral or written
13 communications that qualify so that other portions of the material,
14 documents, items, or communications for which protection is not
15 warranted are not swept unjustifiably within the ambit of this Order.

16 Mass, indiscriminate, or routinized designations are prohibited.
17 Designations that are shown to be clearly unjustified or that have been
18 made for an improper purpose (e.g., to unnecessarily encumber the case
19 development process or to impose unnecessary expenses and burdens on
20 other parties) may expose the Designating Party to sanctions.

21 If it comes to a Designating Party's attention that information or
22 items that it designated for protection do not qualify for protection, that
23 Designating Party must promptly notify all other Parties that it is
24 withdrawing the inapplicable designation.

25 **5.2 Manner and Timing of Designations.** Except as otherwise
26 provided in this Stipulated Protective Order (see, e.g., second paragraph
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1 of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure
2 or Discovery Material that qualifies for protection under this Stipulated
3 Protective Order must be clearly so designated before the material is
4 disclosed or produced.

5 Designation in conformity with this Stipulated Protective Order
6 requires:

7 (a) for information in documentary form (e.g., paper or electronic
8 documents, but excluding transcripts of depositions or other pretrial or
9 trial proceedings), that the Producing Party affix at a minimum, the
10 legend “CONFIDENTIAL” to each page that contains protected
11 material. If only a portion or portions of the material on a page
12 qualifies for protection, the Producing Party also must clearly identify
13 the protected portion(s) (e.g., by making appropriate markings in the
14 margins).

15 A Party or Non-Party that makes original documents available for
16 inspection need not designate them for protection until after the
17 inspecting Party has indicated which documents it would like copied
18 and produced. During the inspection and before the designation, all of
19 the material made available for inspection shall be deemed
20 CONFIDENTIAL. After the inspecting Party has identified the
21 documents it wants copied and produced, the Producing Party must
22 determine which documents, or portions thereof, qualify for protection
23 under this Stipulated Protective Order. Then, before producing the
24 specified documents, the Producing Party must affix the
25 “CONFIDENTIAL” legend to each page that contains Protected
26 Material. If only a portion or portions of the material on a page
27 qualifies for protection, the Producing Party also must clearly identify
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1 the protected portion(s) (e.g., by making appropriate markings in the
2 margins).

3 (b) for testimony given in depositions that the Designating Party
4 identify the Disclosure or Discovery Material on the record, before the
5 close of the deposition all protected testimony.

6 (c) for information produced in some form other than
7 documentary and for any other tangible items, that the Producing Party
8 affix in a prominent place on the exterior of the container or containers
9 in which the information is stored the “CONFIDENTIAL” legend. If only
10 a portion or portions of the information warrants protection, the
11 Producing Party, to the extent practicable, shall identify the protected
12 portion(s).

13 5.3 Inadvertent Failures to Designate. If timely corrected, an
14 inadvertent failure to designate qualified information or items does not,
15 standing alone, waive the Designating Party’s right to secure protection
16 under this Order for such material. Upon timely correction of a
17 designation, the Receiving Party must make reasonable efforts to assure
18 that the material is treated in accordance with the provisions of this
19 Stipulated Protective Order.

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21 6. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

22 6.1 Timing of Challenges. Any Party or Non-Party may
23 challenge a designation of confidentiality at any time that is consistent
24 with the court’s Scheduling Order.

25 6.2 Meet and Confer. The Challenging Party shall initiate the
26 dispute resolution process under Local Rule 37.1 et seq. and with
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1 Section 2 of Judge Christensen's Civil Procedures titled "Brief Pre-
2 Discovery Motion Conference."²

3 6.3 The burden of persuasion in any such challenge proceeding
4 shall be on the Designating Party. Frivolous challenges, and those
5 made for an improper purpose (e.g., to harass or impose unnecessary
6 expenses and burdens on other parties) may expose the Challenging
7 Party to sanctions. Unless the Designating Party has waived or
8 withdrawn the confidentiality designation, all parties shall continue to
9 afford the material in question the level of protection to which it is
10 entitled under the Producing Party's designation until the court rules on
11 the challenge.

12

13 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

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15 7.1 Basic Principles. A Receiving Party may use Protected
16 Material that is disclosed or produced by another Party or by a Non-
17 Party in connection with this Action only for prosecuting, defending, or
18 attempting to settle this Action. Such Protected Material may be
19 disclosed only to the categories of persons and under the conditions
20 described in this Order. When the Action reaches a Final Disposition, a
21 Receiving Party must comply with the provisions of section 13 below.

22 Protected Material must be stored and maintained by a Receiving
23 Party at a location and in a secure manner that ensures that access is
24 limited to the persons authorized under this Stipulated Protective
25 Order.

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28 ² Judge Christensen's Procedures are available at
<https://www.cacd.uscourts.gov/honorable-stephanie-s-christensen>.

1 7.2 Disclosure of “CONFIDENTIAL” Information or Items.

2 Unless otherwise ordered by the court or permitted in writing by the
3 Designating Party, a Receiving Party may disclose any information or
4 item designated “CONFIDENTIAL” only:

5 (a) to the Receiving Party’s Outside Counsel of Record in this
6 Action, as well as employees of said Outside Counsel of Record to whom
7 it is reasonably necessary to disclose the information for this Action;

8 (b) to the officers, directors, and employees (including House
9 Counsel) of the Receiving Party to whom disclosure is reasonably
10 necessary for this Action;

11 (c) to Experts (as defined in this Order) of the Receiving Party to
12 whom disclosure is reasonably necessary for this Action and who have
13 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14 (d) to the court and its personnel;

15 (e) to court reporters and their staff;

16 (f) to professional jury or trial consultants, mock jurors, and
17 Professional Vendors to whom disclosure is reasonably necessary for
18 this Action and who have signed the “Acknowledgment and Agreement
19 to Be Bound” (Exhibit A);

20 (g) to the author or recipient of a document containing the
21 information or a custodian or other person who otherwise possessed or
22 knew the information;

23 (h) during their depositions, to witnesses, and attorneys for
24 witnesses, in the Action to whom disclosure is reasonably necessary,
25 provided: (1) the deposing party requests that the witness sign the
26 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and (2) the
27 witness will not be permitted to keep any confidential information

1 unless they sign the “Acknowledgment and Agreement to Be Bound”
2 (Exhibit A), unless otherwise agreed by the Designating Party or
3 ordered by the court. Pages of transcribed deposition testimony or
4 exhibits to depositions that reveal Protected Material may be separately
5 bound by the court reporter and may not be disclosed to anyone except
6 as permitted under this Stipulated Protective Order; and

7 (i) to any mediator or settlement officer, and their supporting
8 personnel, mutually agreed upon by any of the parties engaged in
9 settlement discussions.

10

11 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
12 **PRODUCED IN OTHER LITIGATION**

13 If a Party is served with a subpoena or a court order issued in
14 other litigation that compels disclosure of any information or items
15 designated in this Action as “CONFIDENTIAL,” that Party must:

16 (a) promptly notify in writing the Designating Party. Such
17 notification shall include a copy of the subpoena or court order;

18 (b) promptly notify in writing the party who caused the
19 subpoena or order to issue in the other litigation that some or all of the
20 material covered by the subpoena or order is subject to this Protective
21 Order. Such notification shall include a copy of this Stipulated
22 Protective Order; and

23 (c) cooperate with respect to all reasonable procedures sought to
24 be pursued by the Designating Party whose Protected Material may be
25 affected.

26
27 If the Designating Party timely seeks a protective order, the
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1 Party served with the subpoena or court order shall not produce any
2 information designated in this action as “CONFIDENTIAL” before a
3 determination by the court from which the subpoena or order issued,
4 unless the Party has obtained the Designating Party’s permission. The
5 Designating Party shall bear the burden and expense of seeking
6 protection in that court of its confidential material and nothing in these
7 provisions should be construed as authorizing or encouraging a
8 Receiving Party in this Action to disobey a lawful directive from another
9 court.

10

11 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
12 **PRODUCED IN THIS LITIGATION**

13 9.1 Application. The terms of this Stipulated Protective Order
14 are applicable to information produced by a Non-Party in this Action and
15 designated as “CONFIDENTIAL.” Such information produced by Non-
16 Parties in connection with this litigation is protected by the remedies
17 and relief provided by this Order. Nothing in these provisions should be
18 construed as prohibiting a Non-Party from seeking additional
19 protections.

20 9.2 Notification. In the event that a Party is required, by a valid
21 discovery request, to produce a Non-Party’s confidential information in
22 its possession, and the Party is subject to an agreement with the Non-
23 Party not to produce the Non-Party’s confidential information, then the
24 Party shall:

25 (a) promptly notify in writing the Requesting Party and the
26 Non-Party that some or all of the information requested is subject to a
27 confidentiality agreement with a Non-Party;

(b) make the information requested available for inspection by the Non-Party, if requested.

9.3 Conditions of Production. If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

11. INADVERTENT PRODUCTION OF PRIVILEGED OR

OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Rule 26(b)(5)(B) of the Federal Rules of Civil Procedure. This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Rules 502(d) and (e) of the Federal Rules of Evidence, insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Stipulated Protective Order abridges the right of any person to seek its modification by the court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Stipulated Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Stipulated Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under

1 seal any Protected Material must comply with Local Rule 79-5.
2 Protected Material may only be filed under seal pursuant to a court
3 order authorizing the sealing of the specific Protected Material at issue.
4 If a Party's request to file Protected Material under seal is denied by the
5 court, then the Receiving Party may file the information in the public
6 record unless otherwise instructed by the court.
7

8 **13. FINAL DISPOSITION**

9 After the Final Disposition of this Action, as defined in paragraph
10 4, within 60 days of a written request by the Designating Party, each
11 Receiving Party must return all Protected Material to the Producing
12 Party or destroy such material. As used in this subdivision, "all
13 Protected Material" includes all copies, abstracts, compilations,
14 summaries, and any other format reproducing or capturing any of the
15 Protected Material. Whether the Protected Material is returned or
16 destroyed, the Receiving Party must submit a written certification to
17 the Producing Party (and, if not the same person or entity, to the
18 Designating Party) by the 60 day deadline that (1) identifies (by
19 category, where appropriate) all the Protected Material that was
20 returned or destroyed and (2) affirms that the Receiving Party has not
21 retained any copies, abstracts, compilations, summaries or any other
22 format reproducing or capturing any of the Protected Material.
23 Notwithstanding this provision, Counsel is entitled to retain an archival
24 copy of all pleadings, motion papers, trial, deposition, and hearing
25 transcripts, legal memoranda, correspondence, deposition and trial
26 exhibits, expert reports, attorney work product, and consultant and
27 exhibits, expert reports, attorney work product, and consultant and
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1 expert work product, even if such materials contain Protected Material.
2 Any such archival copies that contain or constitute Protected Material
3 remain subject to this Protective Order as set forth in Section 4.
4

5 **14. OTHER MATTERS DISPOSITION**
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7 The Parties acknowledge that Protected Materials in this Action
8 may also be produced in the State Court Actions. Production of any
9 Protected Materials in the State Court Actions shall not be considered a
10 violation of this Stipulated Protective Order nor a waiver of any of the
11 protections provided by this Stipulated Protective Order.
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1 **15. VIOLATION**

2 Any violation of this Stipulated Protective Order may be punished
3 by any and all appropriate measures including, without limitation,
4 contempt proceedings and/or monetary sanctions.

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6 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

7

8 DATED: August 14, 2024

Jeffrey A. Atteberry

9 Attorney(s) for Plaintiff(s)

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11 DATED: August 14, 2024

Adam D.H. Grant

12 Attorney(s) for Defendant(s)

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15 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

16

17 DATED: August 14, 2024



18

19 STEPHANIE S. CHRISTENSEN
20 United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of _____ [insert formal name of the case and the number and initials assigned to it by the court]. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ **[print or type full name]** of _____ **[print or type full address and telephone number]** as

1 my California agent for service of process in connection with this action
2 or any proceedings related to enforcement of this Stipulated Protective
3 Order.

4
5 Date: _____

6 City and State where sworn and
7 signed: _____

8 Printed name: _____

9 Signature: _____

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